

UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

**IN THE MATTER OF
El Milagro, Inc.**

**Cases 13-CA-283759,
13-CA-284828,
13-CA-304894**


Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in the following facilities: 3050 W 26th St, Chicago, IL 60623; 3120 W 36th St, Chicago, IL 60632; 2919 S Western Ave, Chicago, IL 60608; 2759 S Kedzie Ave, Chicago, IL 60623; and 2140 S Western Ave, Chicago, IL 60608. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business re-opens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

READING OF NOTICE—The Charged Party will hold a meeting or meetings, scheduled during regularly scheduled working hours on each shift at each location listed in the Posting of Notice paragraph, at which a responsible management official of the Charging Party in the presence of a Board Agent or, alternatively, a Board Agent in the presence of a responsible management official of the Charged Party will read the Notice in English and Spanish. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

Initials: _____ /JM

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
Initials

No _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Complaint previously issued on March 23, 2023, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Initials: _____/JM

Charged Party El Milagro, Inc.		Charging Party Arise Chicago Worker Center	
By:	Date	By:	Date
/s/ (b) (6), (b) (7)(C)	6/30/2023	/s/ Jorge Mujica	6/30/2023
Print Name and Title below (b) (6), (b) (7)(C)		Print Name and Title below Jorge Mujica	
Recommended By: Date <u>/s/ Emily O'Neill</u> 6/30/2023 Emily O'Neill Field Attorney, Region 13		Approved By: Date <u>/s/ Angie Cowan Hamada</u> 7/11/2023 Angie Cowan Hamada Regional Director, Region 13	

Initials: **(b) (6), (b) (7)(C)**/JM

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions with other employees and to voice workplace concerns and **WE WILL NOT** interfere with that right by

- Telling you not to sign documents or seek assistance with outside organizations or a union;
- Telling you that you could lose vacation or other benefits because of your union activity or working together to improve working conditions;
- Suggesting that the Company could go under if you work together to improve working conditions;
- Telling you that you could lose your job and that we will report you and have your immigration status be investigated if you work together to improve working conditions and that outside organizations cannot help you with your immigration status;
- Threatening you with reprisals because you engage in protected concerted activities.
- Making it appear that we are watching to see if you are engaging in protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act.

El Milagro, Inc.

(Employer)

Dated: 6/30/2023

By: /s/ (b) (6), (b) (7)(C)
(Representative)

(b) (6), (b) (7)(C)
(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National

Initials:

(b) (6), (b) (7)(C) /JM

Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027

Telephone: (312)353-7570
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials:

(b) (6), (b) (7)(C)

/JM